



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 20, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 November 20, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**THIRD AMENDMENT TO LEASE AGREEMENT NO. 49514
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND CAMPBELL HALL (EPISCOPAL)
TUJUNGA WASH - PARCELS 66L.1, 608L.1, 609L.1, AND 743L
CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action will allow the Los Angeles County Flood Control District to amend Lease Agreement No. 49514 with Campbell Hall (Episcopal) to reduce the leased area, decrease the rent, and include landscaping and environmental improvements along a portion of Tujunga Wash in the City of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve the Third Amendment to Lease Agreement No. 49514 between the Los Angeles County Flood Control District and Campbell Hall (Episcopal).
3. Instruct the Chairman, Board of Supervisors of the Los Angeles County Flood Control District, to sign the Third Amendment to Lease Agreement No. 49514.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the Board, acting as the governing body of the Los Angeles County Flood Control District (LACFCD), to amend Lease Agreement No. 49514 (Lease) between the LACFCD and Campbell Hall (Episcopal) (Lessee) to reduce the leased area, decrease the rent, and include landscaping and environmental improvements along Tujunga Wash, Parcels 66L.1, 608L.1, 609L.1, and 743L, in the City of Los Angeles.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Fiscal Sustainability (Goal 2). The revenue received from this Lease will help promote fiscal sustainability for the operation and maintenance of flood control facilities.

FISCAL IMPACT/FINANCING

Under the Third Amendment, the annual rent is \$63,802.34. This rent will be adjusted every year in accordance with changes in the Consumer Price Index (CPI), with the next CPI adjustment in 2013. At each 10-year interval the rent will be adjusted based upon an appraisal by the LACFCD, with the next appraisal in 2019. All collected revenues will be deposited into the Flood Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Tujunga Wash Parcels 66L.1, 608L.1, 609L.1, and 743L are located west of Laurel Canyon Boulevard in the City of Los Angeles. On March 5, 1985, the Board approved the Lease between the LACFCD and Campbell Hall (Episcopal), which provided use of a portion of the Tujunga Wash right of way for athletic fields, vehicular parking, and traffic circulation purposes for Campbell Hall (Episcopal). On January 29, 1991, the Board adopted the First Amendment to Lease Agreement No. 49514, which increased the leased area to 98,055 square feet. On March 14, 2000, the Board adopted the Second Amendment to Lease Agreement No. 49514 (Second Amendment), which increased the leased area to 131,579 square feet and extended the term to 55 years, changing the termination date to February 17, 2040.

The proposed Third Amendment reduces the leased area from 131,579 square feet to 102,907 square feet, decreases the rent from \$80,779.11 per year to \$63,802.34 per year, and includes landscaping and environmental improvements to the use of the leased area. County Counsel approved the Third Amendment as to form.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15304 of the CEQA guidelines and Class 4(c) and (j) of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for minor public or private alterations in the condition of land and leasing of County-owned property.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action continues to allow for the joint use of the LACFCD property without interfering with the primary mission of the LACFCD.

CONCLUSION

Please return one adopted copy of this letter and two executed originals of the Third Amendment to the Department of Public Works, Survey/Mapping & Property Management Division. Retain one executed original of the Third Amendment for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:SGS:hp

Enclosures

c: Auditor-Controller (Accounting Division - Asset
Management)
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

Tujunga Wash
Parcel 66L.1
Affects 608L.1, 609L.1, and 743L
11-RW 22.1 and 11-RW 23.1
A.P.N. 2364-005-900 (Portion)
S.D. 3
T.G. 562, F4

**THIRD AMENDMENT TO LEASE AGREEMENT NO. 49514
BY AND BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND
CAMPBELL HALL (EPISCOPAL)**

This Third Amendment to Lease Agreement No. 49514 is made and entered into this 20th day of November, 2012, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as DISTRICT, and CAMPBELL HALL (EPISCOPAL), a non-profit corporation, hereinafter referred to as LESSEE.

RECITAL

WHEREAS, on March 5, 1985, DISTRICT and LESSEE entered into Lease Agreement No. 49514, hereinafter referred to as LEASE, for LESSEE to use DISTRICT's property for athletic field, vehicular parking, and traffic purposes; and,

WHEREAS, on January 29, 1991, both parties entered into First Amendment to Lease Agreement No. 49514 (First Amendment), which increased the leased area from 33,378 square feet to 98,055 square feet; and,

WHEREAS, on March 14, 2000, both parties entered into Second Amendment to Lease Agreement No. 49514 (Second Amendment), which increased the leased area from 98,055 square feet to 131,579 square feet; and,

WHEREAS, LESSEE desires to use the Leased Premise to include landscaping and environmental improvements; and,

WHEREAS, LESSEE desires to decrease the area of the Leased Premise to 102,907 square feet as described and depicted in Exhibits A-2 and B-2, attached hereto.

NOW THEREFORE, in consideration of the foregoing recitals, DISTRICT and LESSEE hereby covenant and agree to amend the LEASE, the First Amendment, and the Second Amendment as follows:

49514 Supplement No. 3

1. Section 1, Grant of Lease. Exhibits 1 and 2 referred to in the LEASE, and Exhibits A and B referred to in the First Amendment, and Exhibits A-1 and B-1 referred to in the Second Amendment, shall be replaced with Exhibits A-2 and B-2. The Lease Premise as amended consists of approximately 102,907 square feet.
2. Section 2, Use of Premise, of the LEASE is replaced in its entirety as follows:

The Premise shall be used for athletic field, vehicular parking and traffic, including trucks and service vehicles, landscaping, and bio-swale with related environmental improvements. Any other use is prohibited without written consent of the DISTRICT. Consent by the DISTRICT may, at DISTRICT's option, be conditioned upon renegotiation of the rent and other covenants, conditions, and reservations.
3. Section 4.(a), Consideration, is replaced in its entirety as follows:
 - a. Rent

The annual rent shall be \$63,802.34 per year commencing July 1, 2012.
4. This Third Amendment shall be effective upon execution by the County of Los Angeles Board of Supervisors.
5. This Third Amendment shall not amend, extend the term of, or in any way change the rights and duties of the respective parties to the LEASE except as expressly set forth herein. Except as modified in this Third Amendment, all terms, conditions, requirements, and specifications of the LEASE, the First Amendment, and the Second Amendment shall remain in full force and effect.
6. If in the interpretation or implementation of this Third Amendment to Lease Agreement No. 49514, a conflict arises between any provision of this Third Amendment and any provision of Lease Agreement No. 49514 and/or the provision of the First Amendment to Lease Agreement No. 49514 and/or the provision of the Second Amendment to Lease Agreement No. 49514, the provision of this Third Amendment shall control.

IN WITNESS WHEREOF, the said LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused this instrument to be subscribed by the Chairman of the Board and the seal of said DISTRICT to be affixed hereto and attested by its Executive Officer, and the LESSEE, by its duly authorized representatives, have caused this instrument to be executed on the day, month, and year first above written.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

DISTRICT

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

29 NOV 20 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTEST:

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Antela*
Deputy

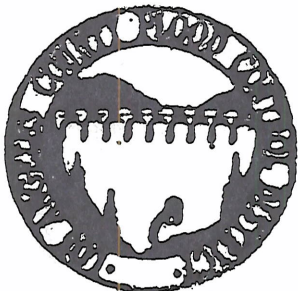
By

Ben Yano
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Antela*
Deputy



APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: *Carole Suzuki*
Deputy

PC:hp
P6:13RD AMENDMENT TO L.A. 49514

LESSEE
CAMPBELL HALL (EPISCOPAL),
a non-profit corporation

By: *[Signature]* 7/19/2012
Signature Date

F.C. McINTOSH, CFO
Print Name Title

By: *[Signature]* 7/19/2012
Signature Date

Julian Bull Pres. dist
Print Name Title

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA

COUNTY OF

Los Angeles

ss.

On

July 19, 2012

, before me,

TINA SACKRIDER (Notary Public)

Notary Public,

(insert name of the officer)

(insert title of the officer)

personally appeared

F.C. McNott, (CFD) And Julian Bull (President)

(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

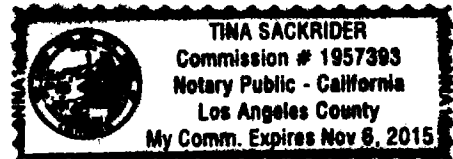
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Tina Sackrider

(Seal)



NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ss.

On

, before me, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of

Los Angeles, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEAN C. LOGAN, Registrar-Recorder/
County Clerk of the County of Los Angeles

By

Deputy County Clerk

(Seal)

EXHIBIT A-2

File with: **TUJUNGA WASH 66L**
Affects: Parcels Nos. 608L, 609L, and 743
11-RW 22.1 and 11-RW 23.1
A.P.N. 2364-005-900 (Portion)
T.G. 562 (F4)
I.M. 159-157
S.D. 3
L201200676

LEGAL DESCRIPTION

(For lease purposes)

PARCELS NOS. 66L.1, 608L.1, 609L.1, and 743L

Those portions of Lots 2 and 3, Ijams Tract, as shown on map recorded in Book 11, page 32, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, and that portion of Lot 204, Property of the Lankershim Ranch Land and Water Co., as shown on map recorded in Book 31, pages 39 to 44, inclusive, of Miscellaneous Records, in the office of said Registrar-Recorder/County Clerk, within the following described boundaries:

Beginning at the intersection of a line parallel with and 50 feet westerly, measured at right angles, from the center line of Laurel Canyon Boulevard, as said center line is shown on map of Tract No. 18661, recorded in Book 465, pages 19 and 20, of said Maps, and the northeasterly side line of that certain 200-foot-wide strip of land described as PARCEL 66 in a Final Judgment, had in Superior Court Case No. 518236, a certified copy of which is recorded in Book 31385, page 190, of Official Records, in the office of said Registrar-Recorder/County Clerk, said intersection being a point on a curve concave to the northeast and having a radius of 2900.00 feet, a radial of said curve to said point bears South 26°29'48" West; thence northwesterly, along said northeasterly side line, the following curve and course: northwesterly, along said curve, through a central angle of 18°26'57", an arc distance of 933.79 feet and North 45°03'15" West 1279.77 feet to the westerly line of said Lot 2; thence South 0°05'36" East, along said westerly line, a distance of 72.01 feet; thence South 45°04'16" East 547.82 feet; thence South 45°05'25" East 299.41 feet; thence South 45°06'30" East 275.92 feet; thence South 45°23'05" East 61.37 feet; thence South 45°59'46" East 53.05 feet to the beginning of a tangent curve concave to the northeast and having a radius of 2950.00 feet; thence southeasterly, along said last-mentioned curve, through a central angle of 3°55'38", an arc distance of 202.20 feet to

the beginning of a compound curve, concave to the northeast and having a radius of 3216.00 feet; thence southeasterly, along said compound curve, through a central angle of 10°12'34", an arc distance of 573.05 feet; thence non-tangent to said compound curve, South 69°07'32" East 69.75 feet; thence South 76°42'51" East 21.30 feet; thence South 79°52'21" East 50.00 feet; thence South 89°59'51" East 29.08 feet to the point of beginning.

Containing: 102,907± square feet (2.36 Acres)

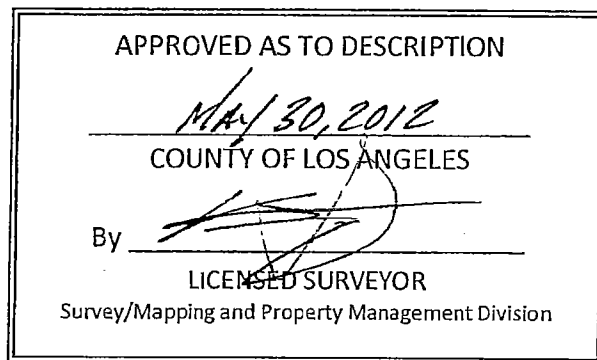


EXHIBIT B-2

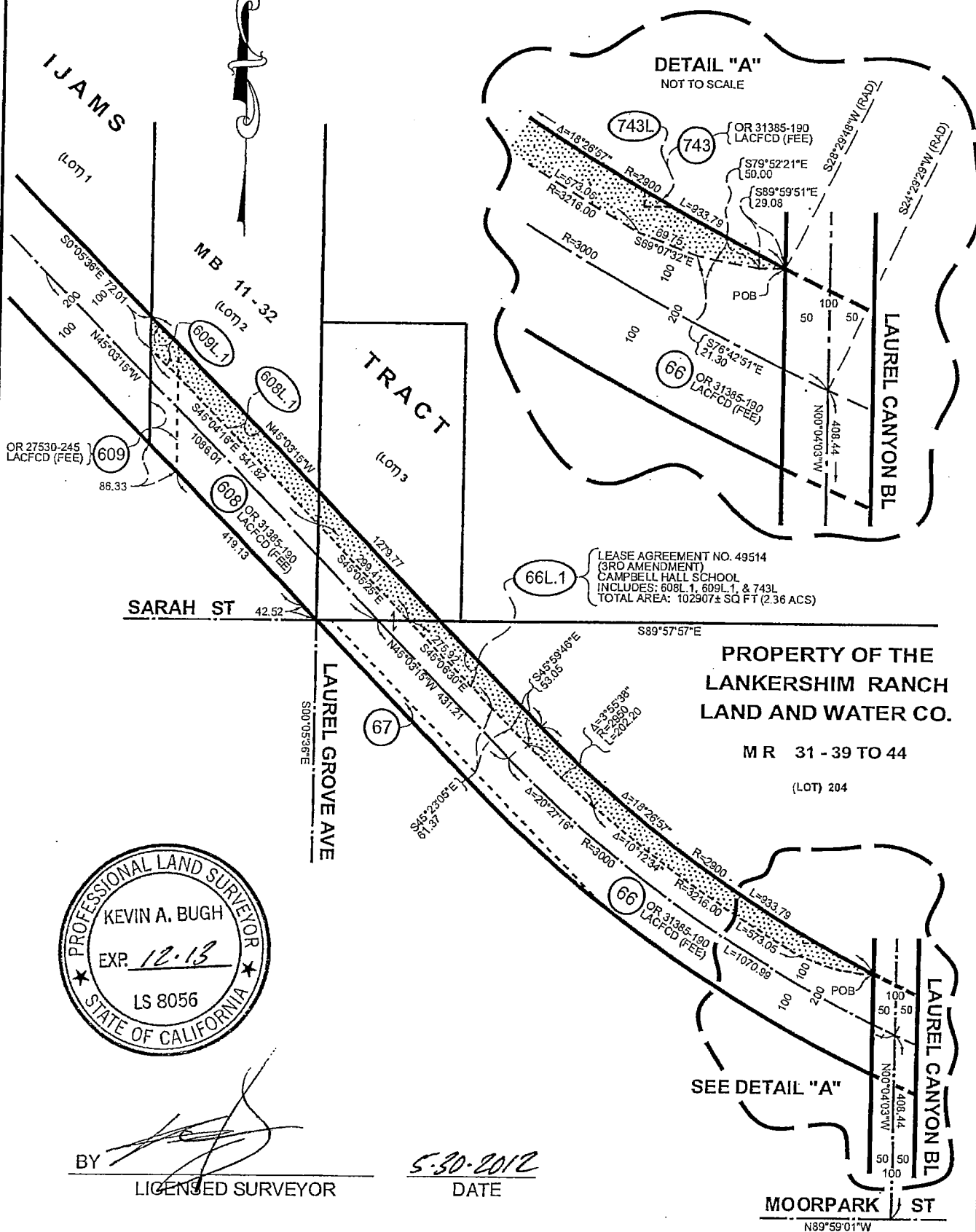
TUJUNGA WASH

REF: 11-RW 22.1 AND 23.1

NOT TO SCALE

DETAIL "A"

NOT TO SCALE



BY [Signature]
LICENSED SURVEYOR

5.30.2012
DATE

**PROPERTY OF THE
LANKERSHIM RANCH
LAND AND WATER CO.**

M R 31 - 39 TO 44

(LOT) 204

SEE DETAIL "A"

MOORPARK ST
N89°59'01"W